



April 4, 2025

Michael De Leon
Assistant Director / Engineer
Cartersville Water Department
301 Douthit Ferry Road
Cartersville, GA 30120

Re: Master Services Agreement – Cartersville Water Department

Mr. De Leon:

Croy Engineering, LLC (Croy) appreciates the opportunity to provide this proposed master services agreement for professional services by Croy to Cartersville Water Department.

This master agreement may be utilized by Cartersville to authorize Croy to perform tasks to include:

1. Sewer System Design
2. Water System Design
3. Boundary and topographic surveying
4. Design services
5. Bidding assistance
6. Construction administration and resident project representative services
7. Meeting attendance
8. Regulatory agency coordination
9. Technical support
10. Other services, as requested

Croy will provide a written scope of services with associated fee and schedule for each future task requested by Cartersville. Services will commence upon receipt of a signed task order from Cartersville under the terms and conditions of the attached agreement. If the attached agreement is acceptable, please sign the last page of the document, and return one copy for our records and to initiate the start of services.

Again, we thank you for the request. If you have any questions, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,
Croy Engineering, LLC

A handwritten signature in blue ink that reads "Melanie Brueggemann".

Melanie Brueggemann, P.E.
Municipal Utilities Director

Attachments

- Exhibit "A" Professional Services Agreement



Exhibit "A"

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of [redacted] ("Effective Date") between:

Client: Cartersville Water Department
301 Douthit Ferry Road
Cartersville, GA 30120

Engineer: Croy Engineering, LLC.
200 Cobb Parkway North
Building 400, Suite 413
Marietta, Georgia 30062

FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:

Project Address: Cartersville, GA 30120

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

Engineer shall provide the Basic and Additional Services set forth herein and in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer

For Basic Services: Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

For Additional Services: Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified in or a Negotiated Lump Sum Fee for the Additional Services. Standard Hourly Rates can furnished upon written request.

For Reimbursable Expenses: Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants, at a rate of cost plus 0%.

4.02 Payments

Payment of Invoices: Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

Disputed Invoices: In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client's responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.



6.02 Geotechnical Subsurface Exploration

Croy Engineering recommends that the Client retain a Geotechnical firm to make a subsurface investigation for rock and other subsurface conditions not observable from the surface. Provided that the Client has conducted such subsurface investigations as Croy recommends, Croy will, working in concert with the Client, perform the Civil Design to accommodate the Client's desires so as to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, Croy will, at the Client's expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to Croy by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, that Croy is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

6.03 Use of Documents

All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.04 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

6.05 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.06 Successors, Assigns, and Beneficiaries

Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.07 Dispute Resolution

It is expressly agreed between Client and Croy Engineering, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation. Any such Dispute, which is not resolved through Mediation, may be initiated in a court of competent jurisdiction as provided for in the Addendum.

6.08 Hazardous Environmental Condition

To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

6.09 Allocation of Risks

A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by, through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Limitation of Engineer's Liability:

Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by, through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, not including the gross negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

6.10 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.11 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.



6.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.13 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

Exhibit "A" Professional Service Agreement
Exhibit "B" Addendum

7.02 Total Agreement

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE 8 - ACCEPTANCE

By signing below the Client agrees to the Terms and Conditions of this Agreement.

City of Cartersville:

By: _____
Matthew J. Santini, Mayor

Attest: _____
Julia Drake, City Clerk

Date _____

Croy Engineering, LLC.
200 Cobb Parkway North
Building 400, Suite 413
Marietta, GA 30062

Representative: _____

Title: _____ Date _____

EXHIBIT "B"
ADDENDUM TO AGREEMENT

Contract Additions, Changes and Modifications. This Agreement may not be modified or amended except by a writing that is signed by authorized representatives of each of the parties. No purported modification or amendment shall be binding upon either party until approved in writing by an authorized representative of each party.

Insurance. Engineer must have and keep in force during the term of services the following insurance as a minimum and name the City of Cartersville as an "Additional Insured" by endorsement to the policy:

- a. Worker's compensation insurance in accordance with Georgia worker's compensation requirements regardless of the number of employees that the employer has.
- b. Minimum General and Public Liability Insurance of \$1,000,000 bodily injury and \$1,000,000 property damage to protect the Engineer and the City of Cartersville.
- c. Automobile Liability - covering vehicles owned by the Engineer and non-owned vehicles used by the Engineer, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- d. Professional Liability not less than \$1,000,000.

Provide the City of Cartersville one certified copy of the insurance policy(ies) prior to commencement on the work.

Additional Responsibilities. Engineer shall be responsible for all damages to persons or property that occurs as a result of the Engineer's fault or negligence and shall take proper safety and health precautions to protect the work, the public, and the property of others. The Engineer shall hold and save the City of Cartersville, its officers and agents free and harmless from liability of any nature occasioned by the Engineer's performance. The Engineer shall also be responsible for all work performed until completion and acceptance by the City of Cartersville.

Independent Contractor Status. Engineer will be held to be an independent Engineer and will not be an employee of the City of Cartersville.

Immigration Reform Compliance Requirement. During the entire duration of this Agreement, Engineer must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

E-Verify. Engineer shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Engineer shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Venue and Jurisdiction. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

Notice. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent to the party to receive such notice at the party's address set forth on the Agreement, in a manner requiring a signed receipt, such as Federal Express, courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt.

Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force

Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months

Termination. The City shall have the right to terminate this Agreement for the following reasons: a) failure of Engineer to properly conduct and complete its contracted services; b) Acts by Engineer which are deemed to be illegal, unlawful, immoral or unethical as defined by law and understood by the City; and c) within thirty (30) days of the swearing in of a new mayor and city council.

No Third-Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Engineer's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by the City's Mayor and City Council and Engineer.

Severability. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

Advertising. Engineer agrees not to promote the award of this contract as a part of any commercial advertising.

Survival of Provisions. Except as otherwise separately and expressly provided by the parties in writing, the provisions of this Agreement shall to the greatest extent practicable, survive any expiration or termination of this Agreement, and any completion of the Services.

Counter-Parts. This agreement may be signed in counter-parts and each counter-part shall be deemed an original.

This Addendum executed by the parties to the Agreement, as of the ____ day of _____, 2024.

ENGINEER

CITY OF CARTERSVILLE

INITIALS: _____

INITIALS: _____

Croy Standard Rate Table as of 4/4/2025 9:14:42 AM

Billing Title	Billing Rate
1 Man SUE	\$180.00
1 Man Survey Crew	\$150.00
2 Man SUE	\$250.00
2 Man Survey Crew	\$225.00
3 Man Survey Crew	\$250.00
Administration 1	\$50.00
Administration 2	\$65.00
Administration 3	\$85.00
Administration 4	\$110.00
CADD 1	\$50.00
CADD 2	\$55.00
CADD 3	\$65.00
CADD 4	\$75.00
Designer 1	\$100.00
Designer 2	\$110.00
Designer 3	\$120.00
Engineer/Surveyor 1	\$115.00
Engineer/Surveyor 2	\$135.00
Engineer/Surveyor 3	\$140.00
Engineer/Surveyor 4	\$150.00
Engineer/Surveyor 5	\$165.00
Engineer/Surveyor 6	\$225.00
Engineering/Surveying Manager	\$260.00
Expert Witness	\$300.00
Field Representative 1	\$90.00
Field Representative 2	\$100.00
Field Representative 3	\$110.00
Field Representative 4	\$120.00
Field Representative 5	\$130.00
Field Representative 6	\$145.00
Principal	\$300.00

Project Coordinator 1	\$100.00
Project Coordinator 2	\$120.00
Project Manager	\$140.00
ROW Agent 1	\$90.00
ROW Agent 2	\$110.00
ROW Agent 3	\$135.00
ROW Agent 4	\$145.00
Senior Principal	\$350.00
Senior Professional 1	\$160.00
Senior Professional 2	\$185.00
Senior Professional 3	\$200.00
Senior Professional 4	\$230.00
Senior Professional 5	\$250.00
Senior Professional 6	\$275.00
Senior Professional 7	\$285.00
Senior Project Manager 1	\$175.00
Senior Project Manager 2	\$195.00
Senior Project Manager 3	\$235.00
Survey Crew Member 1	\$120.00
Survey Crew Member 2	\$125.00
Technician 1	\$80.00
Technician 2	\$85.00
Technician 3	\$90.00
Technician 4	\$95.00